



UMMAH MASJID ADMINISTRATION FACILITY RENTAL AGREEMENT & TERMS AND CONDITIONS

PLEASE NOTE THAT RENTAL IS CONFIRMED ONLY UPON RECEIPT OF PROPERLY EXECUTED FACILITY RENTAL AGREEMENT AND PAYMENT IN FULL OF ALL FEES INCLUDING HST

BY SIGNING THIS FORM, DIGITALLY OR PHYSICALLY, I CONFIRM THAT I HAVE READ AND UNDERSTAND THAT MY ORGANIZATION/GROUP MUST ADHERE TO **ALL THE RULES AND REGULATIONS** LISTED ON THIS AGREEMENT.

FAILURE TO DO SO GIVES THE UMMAH SOCIETY PERMISSION TO TERMINATE MY FACILITY RENTAL CONTRACT.

ALL GROUPS REQUIRE A MINIMUM \$2 MILLION GENERAL LIABILITY INSURANCE POLICY, COVERING PROPERTY DAMAGE AND BODILY INJURY.

THE BOARD IS **NOT** LIABLE FOR ANY INJURY, LOSS OR DAMAGE TO ANY MEMBER OF THE RENTAL GROUP BY ANY CAUSE WHATSOEVER DURING THEIR USE OF THE PREMISES EXCEPT SUCH CAUSED SOLELY BY THE NEGLIGENCE OF THE BOARD.

THE **DRESS CODE** REFLECTS THE ISLAMIC AND CULTURAL VALUES OF UMMAH SOCIETY. ALL GUESTS, RENTERS, AND PARTICIPANTS ARE EXPECTED TO OBSERVE THESE STANDARDS REGARDLESS OF FAITH AND BACKGROUND, AS A CONDITION OF USING THE FACILITY.

CLIENTS ARE RESPONSIBLE FOR **COMMUNICATING THIS INFORMATION** TO THEIR MEMBERS/PARTICIPANTS.

ALL APPLICABLE FEES MUST BE PAID IN ADVANCE OF USAGE AND AT THE TIME THAT YOUR CONTRACT IS SIGNED. IN CERTAIN CIRCUMSTANCES, THE OPTION OF A PAYMENT PLAN MAY BE AVAILABLE.

OVERDUE ACCOUNTS WILL RESULT IN YOUR ACCOUNT BEING FROZEN AND MAYBE SENT TO COLLECTION IF NOT RESOLVED. YOU WILL LOSE YOUR BOOKING PRIVILEGES AND HISTORICAL USE OF FACILITIES IMMEDIATELY.

ANY PERSONS IN THE BUILDING ASSOCIATED WITH YOUR GROUP ARE THE RESPONSIBILITY OF THE DESIGNATED GROUP LEADERS/COACHES.

ANY AND ALL DAMAGES INCURRED BY THE GROUP TO THE RENTAL SPACE/SCHOOL PROPERTY ARE THE RESPONSIBILITY OF THE RENTER.

PROPER INDOOR EQUIPMENT (I.E. BASEBALLS, SOFTBALLS, LACROSSE BALLS, STICKS, ETC.) MUST NOT BE USED BY GROUPS WHEN RENTING GYM SPACE.

NO OUTDOOR EQUIPMENT IS TO BE USED IN THE GYMS UNLESS AUTHORIZED. ONLY INDOOR SPORT WHITE OR NEUTRAL SOLE SHOES ARE ALLOWED IN THE GYM.

FOOD, POP, JUICE OR COFFEE/TEA ARE NOT PERMITTED IN THE GYM, LOCKER ROOMS OR STAGE AREA. ONLY WATER BOTTLES ARE PERMITTED.

THE ADMINISTRATION RESERVES THE RIGHT TO CANCEL, OR CHANGE THE DATE/TIME OF ANY EVENT AND TO TERMINATE THIS AGREEMENT FOR "SUFFICIENT CAUSE" BY 72 HOURS PRIOR NOTICE.

DEFINITIONS

1. **“Administration”** means “Ummah Masjid Administration.”
2. **“Society”** means “Ummah Society”
3. **“Responsible Person”** means the individual designated by the Renter to be responsible to the Administration and SOCIETY for the rental of the facility, the supervision of the Event ensuring that the terms of this Agreement and the Policies of SOCIETY and Administration are complied with. The “Responsible Person” is identified in the signature block of this Agreement.
4. The **“Representative”** of the Administration and SOCIETY for the purposes of this rental, is the person who has signed this Agreement below, or a person designated by that person for this Event. The Representative” is identified in the signature block of this Agreement.
5. **“Facility”** means The Gymnasium located at the Ummah Masjid, 2510 St. Matthias Street Halifax, Nova Scotia.
6. **“Event”** means the training activities run by the Renter.
7. **“Incident”** means any event which has given rise to or may give rise to personal injury, property damage or other loss or contravention of law.
8. The Administration may suspend or deny any Renter use of the Facility at the sole and exclusive discretion of the Administration.

FACILITIES USAGE

9. Nothing in this Agreement precludes the Administration or SOCIETY or both from adopting Policies further restricting usage of the facility.
10. The Renter and its Responsible Person shall ensure that no use of the Facility is permitted which conflicts with the Mission of SOCIETY and the Administration for which is not in accordance with SOCIETY Administration Policies on the use of the Facilities.
11. The Renter and its Responsible Person shall ensure that the use of the Facility does not interfere with the orderly function and operation of SOCIETY.
12. The Renter and its Responsible Person shall ensure that the use of the Facility is as described by the definition of “Event” at paragraph 6 above.
13. The Renter and its Responsible Person shall ensure that the Event does not advertise, promote or operate programs or services competing with Administration and SOCIETY activities including commercial activities, if any of SOCIETY and the Administration or other, current, facility Rental Agreements.

14. The Administration reserves the right to close any Event upon the failure of the Renter and the Responsible Person to observe the provisions of this Agreement, the Policies of the Administration or of the SOCIETY.

TERMS & CONDITIONS

15. The Event must not promote hatred or discrimination against or expose to contempt any person or group of persons.
16. The Facility is to be used only for the Event designated in this Agreement.
17. The Renter or Responsible Persons are responsible for ensuring that all vehicles associated with the Event are parked only in the areas designated by the Administration.
18. All individuals must **avoid music, inappropriate language, or conduct** inconsistent with the values of Ummah Masjid and Community Centre in respect of the prayer hall and its communities.

DRESS CODE

19. Clothing must be **modest, loose-fitting, and provide full coverage** from shoulders to below the knees.
20. **Tight, sheer, or revealing clothing** is strictly prohibited.
21. **Sleeveless shirts, tank tops, or shorts** are not permitted under any circumstances.
22. All participants must wear **modest, loose-fitting clothing** such as long-sleeved shirts and 3-quarter pants (or similar).
23. **A hijab (headscarf)** is highly recommended in the Prayer Hall and any adjoining areas (upper hall) out of respect for the sanctity of the worship space.

INCIDENT

24. Any incident shall be reported by “Incident Report” to the Administration as soon as possible and in no Event, later than 24 hours following the incident.
25. In such cases, a form of Incident Report will be provided upon request.

CANCELLATION

26. The Administration reserves the right to cancel, or change the date/time of any Event and to terminate this Agreement for “sufficient cause” by 72 hours prior notice.
27. “**Sufficient Cause**” shall include circumstances beyond the control of the Administration including circumstances related to the Facility or services servicing the Facility arising by way of emergency or unforeseen conditions, or conflict with the Mission of SOCIETY or the internal events carried out by the Administration.
28. SOCIETY and the Administration will exercise authority to cancel Events under paragraph 27 of this Agreement in good faith and on such notice as is possible in the circumstances;
29. Any fee or deposit paid for a cancelled Event shall be forthwith refunded.
30. A Renter who cancels an Event or booking on seven (5) days’ or more notice prior to the Event will be reimbursed all fees paid.
31. A Renter who cancels an Event or booking on less than seven (5) days’ notice prior to the Event will be reimbursed only 50% of all paid fees.
32. A Renter who cancels an Event 48 hours or less notice prior to the **day of the event**, the Renter will be reimbursed only 20% of all paid fees.
33. The Renter and the Responsible Person shall save the Administration and SOCIETY harmless for any loss or damages claimed by any person in respect of the cancellation of an Event.

RESTRICTION ON USE OF PREMISES

34. The Responsible Person is to ensure that the persons attending the Event do not enter parts of the Ummah Masjid other than the Facility.
35. The Facility may not be decorated without the express written consent of the administration.
36. The Renter and its Responsible Person shall ensure that the Event is concluded by **11:00 P.M.**
37. The Renter and its Responsible Person shall ensure that the Facility is cleaned and vacant by **11:59 P.M.** and all property shall have been removed and the Facility left cleaned and in an organized condition.
38. The Renter and its Responsible Person shall ensure that no loitering is permitted after 11:00 P.M.
39. The gymnasium can be used only for sports activity and activities approved by the SOCIETY.

FEES

40. At the sole and exclusive discretion of the Administration, use of the facility for Society purposes including lectures, Quranic classes, or related activities may be waived, but all other terms and conditions of this Agreement apply to all Renters.
41. All terms and conditions of this Agreement, other than those pertaining to fees, apply to all Renters.
42. Payment must be paid by credit card, debit card, certified cheque, or cash
43. The Administration may fix a damage deposit to be paid in addition to facility rental and to be held against any damage or loss to the premises by reason of the Event.
44. Responsible Persons must ensure that parts of the Ummah Masjid other than the Facility are not entered in respect of the Event.

PROOF OF INSURANCE

45. No Facility shall be rented, and the Facility shall not be used, unless and until adequate proof of insurance has been provided to the Administration. Failure to produce proof of insurance will result in cancellation of the Event without notice and shall be deemed to have been a failure to provide payment.

INFORMATION TO RENTER

46. Information with respect to the location of First Aid facilities, building exits, fire and other emergency or building safety information will be provided in person.